

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

<p>Carissa Grubel,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Medicredit, Inc.; and DOES 1-10, inclusive,</p> <p style="text-align: center;">Defendants.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Civil Action No.: _____</p> <p>: COMPLAINT AND DEMAND FOR</p> <p>: JURY TRIAL</p>
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For this Complaint, the Plaintiff, Carissa Grubel, by undersigned counsel, states as follows:

JURISDICTION

1. This action arises out of Defendants’ repeated violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”).

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that the Plaintiff resides in this District and a substantial portion of the acts giving rise to this action occurred in this District.

PARTIES

3. The Plaintiff, Carissa Grubel (“Plaintiff”), is an adult individual residing in Simpsonville, South Carolina, and is a “person” as the term is defined by 47 U.S.C. § 153(39).

4. Defendant Medicredit, Inc. (“Medicredit”), is a business entity with an address of 3620 Interstate 70 Drive Southeast, Columbia, Missouri 65201-6582, operating as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6).

5. Does 1-10 (the “Agents”) are individual agents employed by Mediacredit and whose identities are currently unknown to Plaintiff. One or more of the Agents may be joined as parties once their identities are disclosed through discovery.

6. Mediacredit at all times acted by and through one or more of the Agents.

FACTS

7. Within the last year, Mediacredit contacted Plaintiff in an attempt to collect a financial obligation (the “Debt”) allegedly owed by Plaintiff.

8. Mediacredit called Plaintiff’s cellular telephone, number 864-XXX-5370 from telephone number 888-213-9688.

9. During all times mentioned herein, Mediacredit called Plaintiff by using an automatic telephone dialer system (“ATDS” or “Predictive Dialer”) and by using an artificial prerecorded voice.

10. When Plaintiff answered the calls from Mediacredit, she was met with a prerecorded message instructing her to hold for the next available representative.

11. In April 2015, Plaintiff requested Mediacredit send her a written letter regarding the Debt.

12. Plaintiff further demanded Mediacredit cease all calls to her cellular telephone.

13. Nevertheless, Mediacredit continued calling Plaintiff by using a prerecorded voice approximately nineteen (19) times thereafter.

COUNT I

VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT – 47 U.S.C. § 227, et seq.

14. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

15. Without prior consent/having revoked consent, Defendant contacted the Plaintiff by means of automatic telephone calls or prerecorded messages at a cellular telephone in violation of 47 U.S.C. § 227(b)(1)(A)(iii).

16. Defendants continued to place automated calls to Plaintiff's cellular telephone using prerecorded voice, knowing that it lacked consent to call her number. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

17. The telephone number called by Defendant was assigned to a cellular telephone service for which Plaintiff incurs charges for incoming calls pursuant to 47 U.S.C. § 227(b)(1).

18. The calls from Defendant to Plaintiff were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

19. Defendant's telephone system has the capacity to store numbers in a random and sequential manner and uses the system to place the calls.

20. As a result of each call made in negligent violation of the TCPA, Plaintiff is entitled to an award of \$500.00 in statutory damages for each call in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).

21. As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against the Defendants:

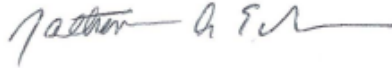
1. Statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B) & (C);
2. Punitive damages; and

3. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: September 29, 2015

Respectfully submitted,



By: _____
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